

# **Supplemental Terms, Conditions, and Specifications**

## **For Printing and Distributing the**

### **Fiscal Year 2004 Budget of the United States Government**

#### **Addendum to EOPOA23000**

#### **November 4, 2002**

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#### **OVERVIEW**

This acquisition is for materials and services necessary to print, package, and deliver the President's Fiscal Year 2004 Budget of the United States Government. The Budget consists of five volumes, four of which are expected to be acquired through this purchase order. The fifth volume will be produced by the Government Printing Office (GPO) and delivered to the vendor providing packaging and delivery services. The Government may make multiple awards based on assessment of offeror capabilities and determination of what approach is in the best interests of the Government. The solicitation provides offerors the opportunity to submit alternative pricing strategies, one based on the possibility of multiple awards, and another based on an assumption that all items will be awarded to a single offeror. An offeror may propose on either or both approaches, proposing on any or all of the line items that it believes itself to have the capability to perform successfully. In accordance with the evaluation criteria described herein, the Government will determine the most appropriate combination of award(s) that best satisfies the Government's needs.

The product quantities shown in the RFP are estimated at this time. Since the actual budget documents to be printed will not be available until late January 2003, the Government is not able to specify the exact sizes of the documents. Offerors must understand that actual figures could increase or decrease from the estimates shown. Page counts are subject to variance of plus or minus two signatures. For estimating/pricing purposes, a signature will be interpreted as 16 pages. The following figures reflect the Government's best estimates at this time:

- Each budget volume: 4,750 copies, perfect bound. Unless otherwise specified, copies referenced as perfect bound will refer to soft-cover paper copies. In addition to the 4,750 copies that will become part of five-volume sets, the Government requires 20 perfect-bound copies of Volume 1 that will be delivered in advance of the set copies. Furthermore, the Government requires another 200 casebound copies of Volume 1, which includes two (2) copies specially prepared with replacement pages for Presidential signature. The 4,750-copy estimate for perfect bound copies could increase by approximately 9,000 copies (total approximately 14,000 copies) if the Government elects to acquire the separate printing needs of the GPO through this purchase order. The perfect bound wraparound covers for Volumes 1 thru 4 below require 4-color process (plus a 5<sup>th</sup> Pantone spot color ink). See PRINTING requirements in Section 1-2(f) of this specification.
- Vol 1: Titled *Budget of the United States, Fiscal Year 2004*; 400-page publication with separate wraparound cover, perfect bound; four-color process printing required on images, line art, and selected text.
- Vol 2: Titled *Performance Assessment Ratings. Budget of the United States, Fiscal Year 2004*; 300-page publication with separate wraparound cover, perfect bound; the Government will order this volume either with four-color process printing required on line art and selected text, or with black printing required on line art and text (only one version will be ordered).

Vol 3: Titled *Analytical Perspectives. Budget of the United States, Fiscal Year 2004*; 720-page publication with separate wraparound cover, perfect bound; black printing required on text.

Vol 4: Titled *Historical Tables. Budget of the United States, Fiscal Year 2004*; 310-page publication with separate wraparound cover, perfect bound; black printing required on text.

Offerors shall submit pricing via a matrix that includes the estimated page counts cited above, plus higher and lower page count allowances based on signatures. The matrix includes pricing that considers setup costs and a price per 1,000 copies, therein allowing a variable production rate to be priced. The awarded purchase order will reflect the Government's estimates at time of award; however, the Government will use the pricing matrix to modify purchase order prices to reflect the actual sizes and quantities of documents to be produced.

The solicitation includes a line item for distribution services. Under this line item, the contractor is responsible for combining all budget volumes into a shrink-wrapped set, boxing them, and delivering them to the Government. A single contractor will be selected to perform the distribution services. If multiple contractors are selected to print individual volumes, those contractors will be instructed to ship their products to the selected distribution contractor. The GPO is printing a fifth volume, the budget appendix, a document containing approximately 1,300 pages, which would be furnished to the distribution contractor for inclusion in the budget set.

The Government expects the contractor to use normal commercial practices in performing this purchase order. The specifications detailed herein represent historical standards used by the Government in acquiring printing services. Where any item specified in this document conflicts with normal commercial practice, the contractor shall notify the Contracting Officer and request relief. The Government reserves the right to reject such a request if, in the Government's opinion, the specification is necessary for acceptable performance. Absent any approved requests for alternate specifications, the contractor shall perform to the level and standards required by these specifications.

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## **SECTION 1– SPECIFICATIONS AND STANDARDS**

### **1-1. Referenced Documents.**

All referenced documents, including any amendments, are incorporated by reference and become an integral part of the purchase order. A referenced document is that version which is in effect at time of award. Copies of these documents may be obtained as indicated below.

Government Paper Specifications Standards is for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

Standard samples may be obtained with cost information by addressing (1) Chief, Paper and Materials Control Section, Production Planning Division, Room C-838, Stop POL, Washington, DC 20401; (2) Chief, Paper and Physical Testing Division, Stop QC; or (3) your contracting officer.

Copies of DMS Reg. 1 may be obtained from U.S. Department of Commerce, Business and Defense Service Administration, Washington, DC 20230.

The U.S. Government Printing Office Style Manual is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

Copies of Federal specifications are available by calling 202-619-8925.

Domestic Mail Manual (DMM) and International Mail Manual (IMM) are for sale by the Superintendent of Documents, GPO, Washington, DC 20402.

ANSI Standards are for sale by the American National Standards Institute, 1430 Broadway, New York, NY 10018.

## 1-2. Work Specifications.

The contractor shall furnish all materials and services, other than those listed in this document as Government-furnished materials, necessary to produce the products in accordance with these specifications. **NOTE:** This acquisition involves both paper and cloth covers. The phrase “perfect bound,” as used throughout this document, is intended to refer to paper covers. Where casebound copies are affected, the term “casebound” is used.

- (a) **PRODUCT:** Publication with separate wraparound cover, perfect bound (as specified by quantity). Four-color process printing plus a 5<sup>th</sup> ink to match Pantone spot color (TBD) required on cover. Coating required on cover. Four volumes as follows:

Vol 1: Titled *Budget of the United States, Fiscal Year 2004*, 400 pages, four-color process printing required on images, line art, and selected text

Vol 2: Titled *Performance Assessment Ratings. Budget of the United States, Fiscal Year 2004*, 300 pages; option (a) will require four-color process printing on line art and selected text; option (b) will require black printing on line art and text; regardless of which option is selected at time of award, the Government reserves the right to modify purchase orders any time prior to January 15, 2003 to change the selected option

Vol 3: Titled *Analytical Perspectives. Budget of the United States, Fiscal Year 2004*, 720 pages, black printing required on text

Vol 4: Titled *Historical Tables. Budget of the United States, Fiscal Year 2004*, 310 pages, black printing required on text

Samples of the published budget documents for Fiscal Year 2003 will be made available for review upon request to the Contracting Officer.

- (b) **QUANTITY:** Estimated 4,750 total copies of each volume, perfect bound; additional 20 copies of Volume 1, perfect bound, for advance delivery; plus 200 copies of Volume 1, casebound, with two copies containing replacement pages for Presidential signature. Firm quantities will be furnished at time of award; however, the Government reserves the right to change quantities (using the pricing matrix contained in the purchase order) until January 15, 2003. The Government reserves right to decrease quantities by up to 10%, or increase quantities up to approximately 14,000 total perfect bound copies (to meet anticipated GPO copy needs). If GPO elects to acquire its document needs under this purchase order, 2,000 copies of the perfect bound books will require plate changes for the front cover and title page, to accommodate special GPO marking requirements to be furnished.

- (c) **TRIM SIZE:** Perfect bound copies – 210mm x 279mm (8-1/4” x 11”); bind on 279mm (11”) dimension and trim on three sides. Casebound books shall be trimmed to produce a bound book measuring 216mm x 285mm (8-1/2” x 11-1/4”), whose cover will overhang pages by approximately 1/8”.

- (d) **COLOR VOLUME PROOFS (per volume):** Contractor awarded a color volume shall produce one complete set of folded, sequential blueline proofs, plus five signatures as one-piece laminated color proofs. Up to 2 of the laminated proofs may be requested for preproduction testing. The remaining signatures would be selected by the Government preceding the OK to print. Proofs shall be created using the same Raster Image Processor (RIP) that will be used to produce the product. Blueline proofs shall be collated in page sequence with all elements in proper position (not pasted up), imaged face and back, and trimmed to the finished size of the product. Laminated proofs will be used for color match on the press. Proofs must have all elements in proper position. Proofs should have color control bars, tint patches and dot gain scale (such as Brunner, GATF, GRETAG, or RIT) repeated across sheet. Proofs shall be delivered to the Government daily, by 10:00am. Contractor must not print prior to receipt of an “OK to print.”

- (e) **STOCK/PAPER:** Specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 11” dated February 1999. All text paper used in each copy must be of a uniform shade. Offerors shall submit up to three different paper supplier names with proposals. If multiple awards are made, the Government will specify a manufacturer that all offerors shall use. Otherwise, if a single contractor is selected to produce all volumes, the contractor shall use the same manufacturer and lot for all copies of a given paper specification.

- (1) Black and White Volumes: Use Offset Book, grammage 75 g/m<sup>2</sup> (basis weight: 50 lbs per 500 sheets, 25" x 38"), equal to JCP Code A60.
- (2) Color volume(s): Use White No. 2 Coated Text, Dull-Finish, grammage 105 g/m<sup>2</sup> (basis weight: 70 lbs per 500 sheets, 25" x 38"), equal to JCP Code A262.
- (3) Perfect Bound Cover Stock: Use White Litho (Gloss) Coated Cover, grammage 215 g/m<sup>2</sup> (basis weight: 80 lbs per 500 sheets, 20" x 26"), equal to JCP Code L10.
- (4) Casebound Cover Stock: Cover is black buckram, reference GPO Property Number 17329; 1/8" chipboard; Smyth sewn; pages glued to cover with 80 lb stock in-sheet, reference GPO Property Number 469, .006"; headbands (red/yellow stitch) on top and bottom.
- (5) Special Requirements for Presidential Signature Pages: Two casebound copies of Volume 1 shall have a page cut out and a replacement page glued in (tip and tear sheets). Replacement signature pages shall be 100% Fine Writing (Off-White) with cotton fibers, reference GPO Property Number 1181, equal to JCP Code D50.

**(f) PRINTING:**

- (1) Black and White Volumes: Print text head to head. Must be printed on a press capable of printing both sides of a signature on a single pass through the press.
- (2) Color volume(s): Print text head to head in 4-color process. Image consists of type, line matter and illustrations in builds of 4-color process. Contractor must match final OK'd proofs or reference copies. Must be printed on a press capable of printing four colors in a single (round-trip) pass through the press.
- (3) Perfect Bound Cover Stock: Print covers 1, 4 and backstrip in 4-color process plus a 5<sup>th</sup> ink to match Pantone spot color (TBD). Covers 2 and 3 are blank. Coat (after printing) the entire surface of covers 1, 4, and backstrip with a clear gloss varnish to prevent scratching or smearing.
- (4) Casebound Cover Stock: Print cover and backstrip with gold stamping per sample to be furnished.

**(g) MARGINS:** Head 13mm (1/2"); outside trim 16mm (5/8"). NOTE: The contractor must ignore the trim marks in electronic files, if any.

**(h) INK:** (1) If lithographic ink is used in the performance of the purchase order, the ink shall contain not less than the following percentages of vegetable oil:

- (i) News ink, 40 percent,
- (ii) Sheet-fed and forms ink, 20 percent, and
- (iii) Heat-set ink, 10 percent.

- (2) High quality color process printing on high speed heat-set presses is excepted when slow drying time significantly increases production costs.

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## SECTION 2 – PACKING AND MARKING INSTRUCTIONS

### 2-1. Packing.

(a) The method of packing must be accomplished in accordance with the following interpretations. The method and manner of packaging for preservation and required storage and/or transportation shall be in accordance with either the National Motor Freight Classification (NMFC) or the Uniform Freight Classification (UFC) tariff. The material used in packing must be of such quality as to insure arrival of the printed matter at its destination in a satisfactory and usable condition. Each packing unit must be uniform in size and quantity contained therein. Unless otherwise indicated, each shipping container must not exceed 22.7 kg (45 pounds) when fully packed. Quantities which fill less than one-half a shipping container may be wrapped in shipping bundles.

(b) *Shrink-film wrapping*. If the optional line item for distribution services is ordered, wrap the five-volume sets (perfect bound copies) in packages. Place a piece of lightweight chipboard or newsboard, cut to the same size as the

printed work, on the bottom of the printed work, and wrap with heat-shrink film of suitable thickness and quality. The label may be placed inside the wrap, on the top or on the end.

(c) *Boxing.* Solid pack in shipping containers which have closely fitted sides and ends. Tops and bottoms must be securely fastened. Pack perfect bound sets in lots of three sets per container. Pack casebound copies of Volume 1 in lots of ten copies per container.

(d) *Shipping containers.* Only new corrugated or solid fiberboard containers may be used. Containers must be made in accordance with ASTM D5118 and any amendments thereto. Unless otherwise provided in the specifications, containers shall have a minimum bursting strength of 1 800 kPa (275 pounds per square inch) or a minimum ECT of 7 700 Newtons per meter width (44 pounds per inch width). Containers must be packed solidly (top and sides) with material laid flat on the bottom of the containers (never stand on end); top and bottom pads of corrugated fiberboard shall be used and be in contact with the top and bottom of the container. In the event the material does not fit snugly on the top or sides, open-cell pads or thicknesses of corrugated board must be added. Top and bottom flaps must be closed and fastened firmly with water-resistant adhesive. Adhesive must be applied over not less than 50 percent of the area of contact between the inner and outer flaps. The bottom flaps may be stapled instead of glued, provided this is done before the container is packed.

(e) At contractor's option, containers may be sealed with tape which must completely cover the butted edges of the flaps and extend at least 2 inches on the ends of the containers. Tapes may be either a minimum 3-inch wide fiberglass reinforced nonstripable gummed paper tape that conforms to Commercial Item Description A-A-1671B and any amendments thereto; a minimum 2-inch wide waterproof, pressure-sensitive adhesive tape that conforms to ASTM D5486 and any amendments thereto; or a minimum 1-inch wide Type III, pressure-sensitive, filament tape that conforms to ASTM D5330 and any amendments thereto.

## **2-2. Labeling and Marking.**

(a) Shipping and packing labels must be furnished by the contractor. Contractors are not permitted to display advertisements on skids, pallets, or shipping containers. All labels and entries made thereon must conform to and be in accordance with the "Labeling and Marking Specifications" and accurately reflect the contents (including quantity) of all packaged units.

(b) *Shipping containers.* Each shipping container must have a shipping label permanently affixed to one end (never top, bottom, or sides). The label must be reproduced in black ink on white paper. The label must be filled in accurately and legibly in black, using bold characters at least 6 mm (one-quarter inch) high, except the "From" box which may be smaller.

(c) *Shipping bundles.* The information required on the facsimile label must appear in a convenient location on each shipping bundle.

## **2-3. Palletizing.**

(a) The contractor shall be required to furnish pallets for bulk shipments, in shipping containers, when the containers fill two layers or more on the pallet.

(b) Pallets must be type III, size 2, group 2 (or group 3 contractor's option) made in accordance with Federal Specification NN-P-71C and any amendments thereto. Full entry must be on the long dimension.

(c) Material may be secured on pallet by stretch-wrap plastic, plastic shrink-wrap, steel strapping or plastic or nylon strapping over edge protectors. Fasten with straps over edge protectors when the containers fill more than 2 layers on the pallet. Pallets shall be suitably packed so as to insure acceptance and safe delivery by common carrier. Maximum height allowed including pallet is 1397 mm (55 inches). Maximum gross weight is 907.2 kg (2,000 lbs). Pack flush to corners, top side up, label facing out, without overhang at any edge. Voids must be to the center of the pallet. Pack with care. Loaded pallets may be stored four high at destination.

(d) Noncompliance with the palletizing specifications may be cause for the Government to reject the shipment at destination and return it to the contractor at his expense. After giving notice of deficiency and affording the

contractor an opportunity and a reasonable time to correct, the Government, at its option, may repalletize in accordance with the specifications and charge all costs to the contractor.

## **2-4. Packing Instructions for Shipment to Distribution Contractor**

The instructions in sections 2-1, 2-2, and 2-3 are required for final delivery from the distribution contractor to the Government. If multiple contractors are selected to print portions of the Budget, the contractors shall be required to ship their printed products to the distribution contractor, who will also be located in the area within 50 miles of zero milestone, Washington DC. Contractors shall use commercial packing and labeling practices sufficient to protect and identify the materials during handling and shipment to the distribution contractor.

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## **SECTION 3 – INSPECTION AND ACCEPTANCE**

### **3-1. Press Sheet Inspections *(applicable to color volume(s) only)*.**

Final makeready press sheets shall be inspected by the contractor for the purpose of establishing specified standards for use during the actual press run. Contractor is charged with maintaining those standards throughout the press run (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued September 1991.

### **3-2. Signature Reviews and Approval to Print.**

Contractor is permitted to print black and white volumes upon receipt of media and reference copy. For the color volume(s), bluelines and laminated proofs, if applicable, shall be submitted for review daily. The contractor shall not print the color volume(s) until proofs are approved and the Government issues an “OK to print.” The Government will provide digital proofs from contractor-provided PDF files of imposed (8-up) signature pages for “OK to print” on signatures for which laminated proofs are not requested. Incremental submittal of color proofs and incremental “OK to print” are expected for color volume(s).

Additionally, “OK to print” for the covers will be accomplished after contractor provides an acceptable proof resulting from the supplied PDF file. Cover proofs must be provided to the Government 48 hours after receiving the reference copy and PDF output. After OK to print, the Government may request up to 10 advance press sheets of each color cover. Any questions concerning cover layout shall be addressed to Christine Holmes (202) 395-3609.

### **3-3. Quality Assurance Levels and Standards.**

- (a) The quality requirements indicated in the specifications represent the minimum acceptable level. Notwithstanding the minimum acceptable level, printing and binding shall be held to a high standard of imposition; makeready; press running; clear, sharp printing; binding; and good quality in every respect.
- (b) Contractor must have a quality control system that will assure product quality acceptable to the Government. Specific quality requirements are further defined in GPO Publication 310.1, Quality Assurance Through Attributes Program, as revised.
- (c) The following levels and standards shall apply to these specifications:

#### **Product Quality Levels:**

- (a) Printing Attributes – Level II.
- (b) Finishing Attributes – Level II.

#### **Inspection Levels (from ANSI/ASQC Z1.4):**

- (a) Non-destructive Tests – General Inspection Level I.

(b) Destructive Tests – Special Inspection Level S-2.

(d) Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Furnished electronic media
P-8. Halftone Match (Single and Double Impression)	Furnished electronic media
P-9. Solid and Screen Tint Color Match	Pantone Matching System color
P-10 Process Color Match	Laminated color proofs where available; digital GFP proofs for balance

### 3-4. Quality Assurance Random Copies.

The contractor may be required to submit quality assurance random copies to test for compliance against specifications. The purchase order/specifications will indicate the number required. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be paid at the running rate offered in the contractor's bid and their cost will not be a consideration for award. A copy of the purchase order/specifications must be included.

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## SECTION 4 – PERIOD OF PERFORMANCE AND DELIVERIES

### 4-1. Deliveries.

(a) Unless otherwise directed by the Contracting Officer, the contractor shall ship directly to the following destination:

Anacostia Navy Annex, Bldg 410  
250 Murray Lane, SW  
Washington DC 20509

(b) Unless otherwise indicated, truck deliveries must be made at the point of destination between the hours of 8:30 a.m. and 3:30 p.m., on Federal workdays. Shipments must be consigned as specified and the unloading and delivery charges borne by the contractor, and free of all charges for boxing, cartage, and freight, unless otherwise indicated. When printing is delivered on skids or pallets, the gross weight of the skid and paper must not exceed 907.2 kg (2,000 pounds).

(c) Ship FOB Destination. Contractor must deliver in locked, tamper-proof, sealed truck. Notify **TBD** prior to delivery. Contractor must provide names of drivers and time of delivery. Call when leaving plant with estimated time of arrival. All expenses incidental to returning materials and furnishing sample copies must be borne by the contractor.

(d) Deliveries shall be made in accordance with the following schedule:

- (1) **Wednesday, January 29, 2003:** The contractor selected to print Volume 1 shall deliver 2 copies of Volume 1, casebound, prepared with replacement pages for Presidential signature, and 20 copies of Volume 1, perfect bound, as advance copies. Contractor shall contact Christine Holmes at 202-395-3609 to arrange exact delivery time and destination.
- (2) **Friday, January 31, 2003:** If multiple contractors receive orders to print budget volume(s), contractors shall deliver 4,750 copies of volume(s), perfect bound, and 198 copies of Volume 1, casebound, as ordered under the purchase order, to the distribution contractor (address as cited in purchase order).

- (3) **Sunday, February 2, 2003:** The distribution contractor (or the single contractor selected to perform all printing and distribution services) shall deliver 4,750 sets of all budget books (5 volumes) and 198 copies of Volume 1, casebound, to the address cited in (a) above.

(e) The Government reserves the right to delay scheduled performance and deliveries if necessary to accommodate potential delays in preparation of the President's Budget. If the Government notifies the contractor on or before January 15, 2003, that a revised delivery date is imposed, the contractor agrees to perform against the revised schedule with no change to purchase order prices. If the Government changes the scheduled dates after January 15, 2003, the contractor may be entitled to recover actual costs caused by this delay.

#### **4-2. Reproduction Media. (deliverable only upon specific request of the Contracting Officer)**

(a) Reproduction media not required to be delivered to the Government may, unless otherwise specified, be derived from camera, projection, laser, or other reproduction method, provided that the quality assurance levels and standards are met.

(b) Films required to be delivered to the government must be exactly the same as the printed product and conform to the American Standard Specifications for Safety Photographic Film designated ANSI IT9.6--1991, be suitable for making press plates, and possess a strong, dimensionally stable base. Films must be wrong reading on the emulsion side. Tests will be conducted to determine compliance. If films do not meet the stated requirements the contractor shall be required to remake them to conform at no additional cost to the Government.

(1) The screen angle of all halftones appearing on any one page of reprint copy may not be exactly the same. Therefore, each halftone must be reproduced so as to obtain the best possible results without moire. Square halftones by opaquing or by applying a suitable tape that permits no light penetration. The tape must not bleed at the edges which would cause the negatives to stick together during normal handling or storage.

(2) Opaque must be smooth, free from coarse particles, and must not interfere with contact in the printing frame. Opaque must not rub off nor smudge during normal handling and storage of films.

(3) The films delivered to the Government must be the final films used for printing and must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting, or any other hand or camera work. Films must be one piece for each color with all elements in proper position by compositing or stripping. Strips must be cut clean and joined so that adjoining edges meet but do not overlap, bind, or leave voids. Each film must contain at least three register marks composited (not stripped) for each color; the register marks must be positioned on opposite sides of the image. Films must have a minimum 13 mm (1/2") working margin on all four sides of the image. Register marks, jacket number, "ring" or "circle" folio numbers, etc., appearing on the copy must remain on the films, but must not print on the final product. Films produced by attaching pieces of film on goldenrod, or base films with transparent windows with attached illustration film, will not be accepted.

(4) Films produced in press signatures or films containing 4-color process images, duotones, and multi-color images (type, line, or screen), must be returned to the Government in complete press signatures and must include two untrimmed press sheets for the entire product including color bars and an imposition guide which includes the following: type of press (sheet-fed or web), size of press sheet used, breakdown of signatures used including page counts, and page layout for each signature.

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## **SECTION 5 – SPECIAL PROVISIONS**

### **5-1. Recovered Materials Program.**

The Government is promoting the use of recovered materials to the maximum extent practicable in its contracts, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials. Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber."



However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material" means a preconsumer fiber.

## **5-2. Notice and Assistance Regarding Patent and Copyright Infringement.**

- (a) The contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on performance of the purchase order of which the contractor has knowledge.
- (b) In the event of any claim or suit against the Government, due to alleged patent or copyright infringement arising out of performance or out of the use of any supplies furnished or work or services performed hereunder, the contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the contractor.
- (c) The contractor agrees to include, and require inclusion of this clause in all subcontracts at any tier for supplies or services (including those for material, supplies, models, samples, or design or testing services) expected to exceed \$25,000.

## **5-3. Patent Indemnity.**

- (a) The contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application which is now or may hereafter be withheld from issue pursuant to a secrecy order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies or the performance of services, under the purchase order, or out of the use or disposal by or for the account of the Government of such supplies.
- (b) This indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and, further, such indemnity shall not apply if:
  - (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the purchase order not normally used by the contractor; or
  - (2) An infringement resulting from addition to or change in supplies or components furnished that was made subsequent to delivery or performance; or
  - (3) A claimed infringement is unreasonably settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

## **5-4. Restriction Against Disclosure and Reproduction of Materials.**

The contractor agrees in the performance of this purchase order to keep all information supplied by the Government and all information obtained in conducting the research in the strictest confidence, said information being the sole property of the Government. The contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor authorize others to do so, taking such reasonable measures as are necessary to restrict the information to those employees who must have the information to perform the work provided herein. No printing or other work to be performed shall be reproduced by the contractor for sale or for any purpose other than that provided.

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed.

The contractor shall establish policies and procedures to implement the substance of this Clause at the individual employee level which will assure that affected employees are made aware of the purchase order provisions and the

Contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of the statutes and regulations applicable to the handling of other Contractor confidential financial data.

### **5-5. Prohibition of Advertising of Award.**

It shall be strictly understood and agreed that all purchase orders shall be treated confidentially in every respect and that the contractor shall refrain from the use of its imprint, label, and any other publicity or advertising concerning the furnishing of articles to the Government.

The contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Executive Office of the President, the Office of Administration, or the White House. This includes advertising, or similar Promotions, in all forms or electronic, broadcast, and print media.

In addition, the contractor is restricted from reproducing the image(s) of the EOP in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings are a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

### **5-6. Actual Damages.**

The contractor **MUST** meet the required delivery dates for printed materials to enable the Government to meet statutorily required dates for submission of the President's budget. Unless otherwise prescribed, the contractor is, upon failure to provide services, materials, supplies, and equipment within the time specified for delivery, chargeable with all expenses caused the Government by reason of such delays in delivery for which no extension of time is provided, as actual damages to the Government on account of such delays. Also, the contractor will be charged, as actual damages, for all expenses caused the Government occasioned by delivery of materials, supplies, and equipment not conforming to specifications.

### **5-7. General Requirements for Proofs.**

- (a) All proofs must be submitted for approval and shall be delivered to the Government daily. Government point of contact for drop-off of proofs is Christine Holmes at 202-395-3609. Approved proofs (including Government-produced digital proofs) will be available for pickup in the late afternoon every day. Contractor shall contact Ms. Holmes to coordinate drop off and pickup of proofs.
- (b) It shall be the contractor's responsibility to perform all necessary proofreading to insure that all proofs are in conformity with the copy submitted.
- (c) Cover proof shall be submitted when ready. Proofs for color volume(s) shall be submitted in installments.
- (d) No additional production time will be allowed for revised proofs or new preproduction samples or advance copies, etc., that may be required due exclusively to printer's errors.
- (e) The contractor must not proceed with production or print any portion of an order prior to receiving an "OK to proceed" or an "OK to print" from the Government.

### **5-8. Government Furnished Material.**

- (a) Government will furnish one or more CD-ROMs or multiple electronically transmitted PDF files via FTP (or a combination thereof) for the cover and document text, created on IBM platform running Windows XP Professional. Government will also furnish a reference copy of the cover. The PDF files have been properly created from publishing system PostScript output distilled with customized Distiller job settings based on Adobe's default Press Optimized settings. The PDF files are created at exactly 8-1/2" x 11". Color separation (for cover and color volume(s)) and addition of trim and printer's marks shall be the responsibility of the contractor.

(b) All required fonts will be embedded. For the four-color process volume(s) the composite PDF file will contain line art, images, and text that have been converted to CMYK color mode using PitStop Pro 5.02. Color images above 500dpi are downsampled (bicubic) to 300dpi and a minimum stroke value/line weight is set at 0.5 point, again using PitStop Pro. A 4-color press PreFlight report is generated to assure proper color content prior to saving and transmitting the modified PDF file.

(c) Government will furnish one set, perfect bound, and one copy (Volume 1), casebound, of the President's Budget documents for Fiscal Year 2003 to be used as samples for comparison to the purchase order specifications. Any discrepancies shall be clarified through the Contracting Officer. Unless a change is directed by the Contracting Officer, the contractor shall perform in accordance with the specifications contained in the purchase order.

(d) Prior to image processing, the contractor is responsible for checking files sent via FTP or on disk to ensure that such features as bleeds, register marks, and correct file output selection have been provided for printing. The contractor must supply necessary trapping. Output must be generated on high resolution image processors.

**(e) Copies of the Fiscal Year 2003 documents will be provided to the contractor at the postaward conference. Government furnished material (PDF files) will be available for pickup or electronic transfer from January 22<sup>nd</sup> thru 24<sup>th</sup> (2003) for Volumes 1 and 2; January 24<sup>th</sup> for Volume 3; and January 25<sup>th</sup> for Volume 4.** These dates will be adjusted to allow a comparable production leadtime if the Government exercises its right to delay performance and deliveries due to delays in preparing the President's Budget (see section 4-1(e)).

(f) Delivery dates specified in section 4-1 are mandatory dates. If the Government fails to deliver the required PDF files by the dates specified in paragraph (e) above, the contractor may be entitled to additional actual costs incurred to meet the mandatory delivery dates. The Government does not foresee changing the required delivery dates, except as provided in section 4-1(e).

## **5-9. Postaward Conference.**

Government representatives will conduct a conference with the contractor's representatives at the contractor's plant within 48 hours after award. Contractor shall bring samples of paper, along with color proofs as noted in section 5-10(a)(4), to the conference.

## **5-10. Electronic File Transfer Capabilities.**

(a) Contractor must have the following Electronic File Transfer (EFT) capabilities.

- (1) All updates, changes and corrections to the text portion of the digital files will be submitted to the print contractor via EFT. No physical media will be provided for updates. Vendor must be able to accept files electronically by hosting or otherwise providing EFT functionality. The Government must be able to connect to or send files using standard Internet protocols (e.g., FTP, HTTP, or an email protocol) and office software.
- (2) For color volume(s), contractor must also be able to electronically transfer (by FTP or email) imposed 16-page signature as a two-page (8-up) PDF file, which will be printed by the Government and returned to the contractor for quality assurance as specified in Section 3-2(d) (attribute P-10).
- (3) Potential methods of EFT include, but are not limited to: File Transfer Protocol (FTP) using a vendor hosted FTP server; eMail (file size limitation shall not be allowed); or a proprietary system such as DAX or Wam!Net (as long as OMB may access with standard Internet applications). Appropriate log-on instructions and information must be provided at time of award. NOTE: Contractor must provide necessary security for the EFT. At a minimum, the EFT should have a unique user ID and password.
- (4) Contractor must provide access to the FTP site to test 24 hours after award. Testing will involve sending and receiving PDF files. The contractor shall create color proofs from the PDF files and shall make the proofs available to the Government at the postaward conference. Color laminated proofs are acceptable at the contractor's option.

(b) Contractors lacking, or otherwise unable to provide, the EFT capability will be considered ineligible for award.

## **5-11. Option to Modify Quantities and Page Counts**

(a) The purchase orders are expected to be awarded with estimated quantities and page counts as shown in the solicitation. If, at time of award, the Government determines that more accurate quantities and page counts are available, the Government will award based on those more accurate figures. The pricing matrix submitted with the proposal will be used to determine the appropriate purchase order prices for the awarded quantities and page counts.

(b) The pricing matrix will also be incorporated into the purchase orders for future price adjustments, as necessary. The Government reserves the right to change quantities and page counts for any awarded items on or before January 15, 2003, based upon the prices contained in the matrix. The delivery dates specified in section 4-1 will not be changed as a result of any change in page counts. The delivery dates also will not be changed as a result of changes in quantities, unless the change is determined substantial (i.e., results from ordering additional quantities to satisfy the printing needs of the GPO).

(c) For Volume 2, either option (a) or option (b) will be awarded to a contractor initially. That same, or another, purchase order may contain an optional line item for the Volume 2 option not initially awarded. The Government reserves the right to exercise such an option, and to cancel the line item originally ordered, at any time prior to January 15, 2003. If this action is taken, the Government will use the pricing matrix to determine the price for the option exercised. Furthermore, the contractor whose line item is canceled shall not be entitled to any compensation as a result of the cancellation.

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## **SECTION 6 – INSTRUCTIONS TO OFFERORS**

### **6-1. Preparation of Proposals.**

(a) Offerors are expected to examine the specifications and all instructions. Failure to do so is at the offeror's risk.

(b) Each offeror shall furnish the information required by the RFP. The proposal must be signed by a duly authorized official of the firm, otherwise it will not be considered. Erasures or other changes shall be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that authority from an official of the firm.

(c) Offerors shall include anticipated items of cost for production and normal waste, spoilage, etc., in their proposals.

(d) In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject however to correction to the same extent and in the same manner as any other mistake.

### **6-2. Information Furnished to Offerors.**

Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting proposals, or if the lack of such information would be prejudicial to other prospective offerors. Oral explanations or instructions given before the opening of proposals will not be binding.

### **6-3. Amendments to Solicitations.**

(a) If a solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment material to a solicitation via facsimile or e-mail to the Contracting Officer by signing and returning the amendment. The Government must receive the acknowledgment by the time specified for receipt of offers.

#### **6-4. Submission of Offers.**

(a) Due to delays associated with handling of regular surface mail, in order to ensure timely receipt of proposals, offerors shall submit proposals via e-mail or facsimile.

(b) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile proposal including, but not limited to, the following:

- (1) Receipt of garbled or incomplete proposal.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of proposal.
- (5) Failure of the offeror to properly identify the proposal.
- (6) Illegibility of proposal.
- (7) Security of proposal data.

#### **6-7. False Statements in Proposals.**

Offerors must provide full, accurate, and complete information as required by the solicitation and its attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

#### **6-8. Submission of Information on Technical Capabilities and Past Performance.**

(a) The offeror shall submit information describing its technical capabilities, including equipment capabilities to satisfy production requirements, staffing, recovery planning, and general management ability, that demonstrate the contractor's ability to perform this effort in the manner required by the specifications and within the required timeframes. The submission should include information on any currently held quality certification levels, commendations, awards, or other recognitions conferred by the GPO, industry associations, or commercial standards organizations.

(b) The offeror shall submit information describing its most recent relevant performance history, with specific emphasis on production of similar documents within similar required timeframes. Identify at least three references for past performance including (1) name of organization; (2) contact person and phone number; (3) short narrative on the work performed. References may be contacted to verify information.

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### **SECTION 7 – EVALUATION OF OFFERS**

#### **7-1. Purchase Order Award--Competitive Negotiation.**

(a) The Government may accept within the time specified therein, any offer, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(b) The right is reserved to accept other than the lowest offer, to reject any or all offers, or waive informalities or minor irregularities.

(c) The Government may award a purchase order, based on initial offers received, without discussion of such offers. Accordingly, each initial offer shall be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(d) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting purchase order; provided, however, that if the resulting purchase order contains a clause providing for price reduction for defective cost or pricing data, the purchase order price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(e) The purchase order will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors considered. The following factors will be used to evaluate offers:

(1) technical capabilities, including equipment capabilities for throughput, staffing, recovery planning, and general management ability to accomplish the effort;

(2) past performance, based on assessment of previous production of similar documents within similar required timeframes; and

(3) price, as determined using the contractor's pricing matrix and actual quantities/sizes upon which award will be based.

(f) The Government has an estimated quantity of 4,750 copies of each volume (plus 200 casebound and 20 advance perfect bound copies of Volume 1), and these figures are expected to be used in the evaluation. However, if the Government's desired quantity as determined prior to award varies from the estimate contained in the solicitation, the Government reserves the right to calculate the total evaluated price based on the revised quantity. The revised quantities would be reflected in the purchase orders. The line item for distribution services will be evaluated based on 4,750 copies (or revised quantity if applicable).

(g) The Government will accept proposals on this requirement from public entities, such as the GPO. In the event a public offeror submits a proposal for this requirement, the Government will make any necessary adjustments to the public offeror's price to ensure the fully allocated costs of performance are utilized in the evaluation process.

## PRICING MATRIX

The Government's best estimate at this time includes the following quantities and page counts

Volume 1 – 4,970 copies, 400 pages each

Volume 2 – 4,750 copies, 300 pages each

Volume 3 – 4,750 copies, 720 pages each

Volume 4 – 4,750 copies, 310 pages each

The Government reserves the right to award a larger or smaller number of copies based on the most current known information at time of award. The Government also reserves the right to change quantities at any time prior to January 15, 2003, through modification to the purchase order, if the Government's requirements change. For example, the Government may acquire as many as 9,000 additional copies to support requirements of the GPO, which could lead to a combined production run of almost 14,000 copies of each volume. Such a change may be included in the initial award, or it may be provided not later January 15, 2003.

The tables below will be used to establish the initial purchase order value, as well as any subsequent adjustments to the purchase order that may occur due to changes in numbers of copies or page counts. Offerors shall identify setup charges and prices per 1,000 copies for each of the page count variations shown in the table. For estimating purposes, each signature is interpreted to represent 16 pages. Since the final ordered quantities are unlikely to be rounded to any thousand copies, the Government will prorate to a per copy basis to establish a purchase order value for the exact quantities ordered.

When completing the pricing matrix, offerors shall include in setup costs for Volume 1 the difference in covering and binding the casebound copies versus the perfect bound copies. The run price shall then represent a price assuming perfect bound copies are being produced. This will facilitate Government pricing of any additional copies needed, since such additional copies are expected to be perfect bound. For the distribution services line item, offerors should include: the cost for shrink-wrapping 4,750 perfect bound 5-volume sets; other packing, marking, and shipping costs associated with delivering the finished sets to the Government; the cost for packing and marking the 200 casebound volumes; and any management or handling expenses associated with receiving volumes from other contractors. The sum of these costs should then be converted to a price per thousand. The Government will determine the distribution services purchase order line item price through multiplying the total number of perfect bound sets ordered (i.e., 4,750 or other revised quantity) by the offered price per thousand sets.

***ALTERNATIVE 1 – Multiple awards possible***

	Page Count				
	-2 signatures (-32 pages)	-1 signature (-16 pages)	Target Est	+1 signature (+16 pages)	+2 signatures (+32 pages)
<b><i>Volume 1 – color – est 400 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 2 – Option (a) – color – est 300 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 2 – Option (b) – black and white – est 300 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 3 – black and white – est 720 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 4 – black and white – est 310 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b>Distribution Services</b>					
Distribution price per 1,000 sets					



***ALTERNATIVE 2 – Single awardee, all or none***

	Page Count				
	-2 signatures (-32 pages)	-1 signature (-16 pages)	Target Est	+1 signature (+16 pages)	+2 signatures (+32 pages)
<b><i>Volume 1 – color – est 400 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 2 – Option (a) – color – est 300 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 2 – Option (b) – black and white – est 300 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 3 – black and white – est 720 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b><i>Volume 4 – black and white – est 310 pages</i></b>					
Setup					
Run price per 1,000 copies					
<b>Distribution Services</b>					
Distribution price per 1,000 sets					